



CITY OF SAN DIEGO

PURCHASING DIVISION
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Quotation No. 6192-04-V

REQUEST FOR QUOTATION

Bid Opening Date: June 2, 2003
@ 5:00 p.m.

Subject: Furnishing the City of San Diego with **LEGAL NOTICING**, as may be required for a period of one year, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company _____	Name _____ [PRINT OR TYPE]
Federal Tax I.D. No. _____	Signature* _____
Street Address _____	Title _____
City _____	Date _____
State _____ Zip Code _____	
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

This cover page must be completed and submitted as part of your Quotation.

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # _____

NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Quotation.

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your Quotation.

Cash discount terms _____% _____ days.
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

State delivery time required: _____ days after receipt of order.

The following addenda are acknowledged and incorporated in this submittal: _____

FOR FURTHER INFORMATION CONCERNING THIS QUOTATION

WALTER ROSSMANN/Ir8, Assistant Purchasing Agent

Phone: (619) 236-5921 Facsimile: (619) 533-3224

E-mail: WRossmann@sandiego.gov

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I. PRICING PAGE

Section 1 – Legal Noticing

The cost for first insertion of legal advertising must be based on the sample ad (see page 14) delivered to your newspaper via e-mail.

Description	Cost
First Insertion using your newspaper's billing rate	\$

Section 2 – Display and Classified Advertising

Description	Cost
First Insertion for Display Advertising using your newspaper's billing rate	\$

Description	Cost
First Insertion for Classified Advertising using your newspaper's billing rate	\$

Section 3 – Questionnaire

Bidder's email address for receipt of ad copy: _____

Number of subscribers in the week May 11, 2003: _____

Number of issues requested by and distributed to locations such as newsstands, bookstores, grocery stores, and sidewalk newspaper vending machines in the week of May 11, 2003 (submit all locations as a separate attachment): _____

Type of circulation (daily, several times per week, weekly): _____

Days of publication: _____

Number of circulation of issues in the week of May 11, 2003: _____

Price of Annual Subscription in the week of May 11, 2003: _____

NOTE: Failure to complete all Sections will result in the bid being declared non-responsive.

II. TERMS AND CONDITIONS

A. AWARD

Award will be based on quoted price for sample ad for first insertion of legal noticing for the contract period and other factors considered most advantageous to the City.

The award of this contract is contingent upon the Mayor and City Council approving Manager's Report CM 03-057, titled "Designation of the City's Web Site as the City Bulletin", which proposes to designate the City's web site as the City Bulletin for publishing City required legal advertising. A copy of the report is available on the City's website at www.sandiego.gov or by emailing Walter Rossmann at WRossmann@sandiego.gov.

B. SUBMITTALS

1. BID SUBMITTAL

Quotes may be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The quote number and opening date/time must be referenced on the outside of the envelope (lower left corner). Quotes must be received by the Purchasing Division prior to 5:00 p.m. on due date. **Quotes may be faxed.**

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

1. Proof of Adjudication.
2. List of locations where publication is available such as newsstands, bookstores, grocery stores, or sidewalk vending machines.
3. Certification Survey (use form on page 13).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- Taxpayer Identification Number (W-9) as specified in Section II, paragraph N, if not currently on file.

C. BILLING RATE AND PRICING SCHEDULE

Describe, in detail, the billing rate for Section 1 and Section 2. For Section 1, using the billing rate for your newspaper for legal noticing, outline the steps for arriving at the cost for the sample ad. For Section 2, using the billing rate for your newspaper for display and classified advertising, outline the steps for arriving at the cost for the sample ad. Any changes in the billing rate during the contract period must be submitted in writing to the City prior to changing the billing rate.

Please submit with your bid a pricing schedule for the second and subsequent insertions for legal noticing and the price for the composition set but not printed for Sections 1 and 2. Failure to include the billing rate description and a pricing schedule with your submitted bid will result in the bid being declared non-responsive.

D. SAMPLE AD

The sample ad is shown on page 13. It appears in the format in which the City submits it to the newspaper. The City uses spaces between paragraphs in typed format, however, the Bidder shall set ad so that there is only one (1) return at the end of paragraphs.

Bidder shall prepare the ad in accordance with specifications on page 11 and shall print the ad and submit it with the bid. Bidder shall prepare sample ad using a type style which is used to print legal ads. Failure to submit the printed sample ad will result in bid being declared non-responsive. Sample ad shall be prepared at Bidder's sole expense.

E. OPTION TO RENEW

The City may desire to exercise an option to renew the contract for four (4) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If Bidder would accept the option to renew, please indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. _____%

Failure to complete the price increase section above will be construed to mean that prices bid will not be increased during any option period.

If an increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject.

Would the Bidder accept the option to renew, subject to the above stated conditions?

YES _____ NO _____

This section will not be considered in the evaluation for award.

F. PUBLIC AGENCY

It is intended that any other public agency as defined by California Government Code § 6500 shall have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the agreement with the City of San Diego, and shall be subject to the contractor's acceptance. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the contractor. The City of San Diego will not be liable, or responsible, for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

G. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

H. QUANTITIES

In Fiscal Year 2002, the City of San Diego spent \$28,000 for state required legal noticing placed with the City's Official Newspaper. Please note that this dollar value represents an estimated usage only and such usage will vary with the demands of the City of San Diego. The Fiscal Year 2002 expenditure is listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle the bidder to an adjustment in the unit price or to any other compensation.

I. CITY-WIDE PURCHASE ORDER

The City of San Diego may issue a City-Wide Purchase Order. The terms and conditions for the use of the City-Wide Purchase Order will be as follows:

1. To authorize delivery, the Contractor will be given a number from the Blanket/Open Purchase Requisition and Invoice Form, #PA2610.
2. To receive payment, Contractors are required to submit invoices to Central Stores Administration at 8835 Balboa Avenue, San Diego, CA 92123, referencing the City-Wide Purchase Order number and the #PA2610 number.

J. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

K. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.

L. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

M. BID RESULTS

Bid results **will not** be given out over the phone. To obtain bid results, you must provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing Division. They will be kept on file until the bid opens and the extensions are verified.

N. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

O. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

P. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract, or any right or interest hereunder, without prior written consent of the City.

Q. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that subcontractor agreements for this bid/proposal contain language which indicates the subcontractor's agreement to comply with this policy.

R. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the Federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

S. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

T. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the contractor and any subcontractors, vendors, and suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

III. SPECIFICATIONS

A. NEWSPAPER OF GENERAL CIRCULATION

Bidder shall be the responsible publisher of a newspaper of general circulation as defined in the State of California Government Code Section 6000 – 6008. Bidder shall submit proof of adjudication with bid submission.

B. AFFIDAVITS OF PUBLICATION

The successful Bidder shall be required to furnish affidavits or certificates of publication with original newspaper clipping of any legal noticing upon request by the City without any additional costs to the City. These affidavits or certificates shall be furnished by a person who, under law, is authorized to furnish them. The affidavits or certificates must be certified under penalty of perjury and delivered to the requesting City departments within ten (10) days of publication of the ad. The cost for delivery is the Bidder's responsibility.

C. GALLEY PROOFS

The successful Bidder shall be required to furnish galley proofs of any legal noticing to the requesting department. Departments submitting legal noticing have the sole discretion to waive this requirement. The cost for delivery and returning of proofs, including messenger service, is the Bidder's responsibility.

D. LEGAL NOTICING RECEIPT AND PUBLICATION SCHEDULE

Contractor must be capable of receiving ads electronically transmitted from departments of the City.

Contractor must be able to publish any advertising received before noon of the next publication date of the newspaper, if proof copies are waived by the requesting department and the advertising is submitted electronically.

Bidder must be able to publish graphics.

E. REPORT CAPABILITY

At time of bid award, Bidder must be able to report quarterly in Microsoft Excel (Version 6.0 or higher) format, the monthly amount spent for legal noticing and advertising by type and by City Department with column totals. The report shall be emailed to Walter Rossmann at WRossmann@sandiego.gov two (2) weeks after the third, sixth, ninth, and twelfth month of the contract.

Certification Survey

For Small, Ethnically and Culturally Diverse,
Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: _____

Mailing Address: _____

Telephone No.: (_____) _____

E-Mail Address: _____

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: _____

2. Contractor's company has applied for certification? ☐ Yes ☐ No

If yes, which agency? _____

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual*? ☐ Yes ☐ No

5. SIC Code: _____

6. Number of Employees: _____

7. Annual Gross Receipts (three year average): _____

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: _____
Authorized Signature (Date)

* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.

ATTACHMENT A - SAMPLE AD

This is the sample ad which you are to prepare. The ad begins with the words “THE CITY OF SAN DIEGO” and ends with the words “Development Services Department”.

**THE CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT**

Date Of Notice: **May 2, 2003**

**PUBLIC NOTICE OF A
DRAFT MITIGATED NEGATIVE DECLARATION**

A Mitigated Negative Declaration has been prepared by the City of San Diego Land Development Review Division for the project listed below. Written comments regarding the adequacy of this Draft Mitigated Negative Declaration must be received by the Land Development Review Division at the address below by May 22, 2003. A final environmental report incorporating public input will be prepared after May 22, 2003 for consideration by decision-making authorities.

Project No. **3625**

SCH. No. **Not Applicable**

COMMUNITY PLAN AREA: Mission Valley

COUNCIL DISTRICT: 6

SUBJECT: MISSION VALLEY OFFICE: Site Development Permit and Neighborhood Development Permit for the construction of a 2-story, 18,000-square-foot office building with a 9,000-square-foot underground parking garage. The 4.75-acre project site is located at 444 and 480 Camino Del Rio South in the Mission Valley Community (Lot 3 of Crossroads Re-Sub. Mission Valley, Map 8438, and Parcel 2 of Parcel Map No. 7345).

Applicant: United Hansel, Inc. (LDR No. 42-0331)

The recommended finding that the project will not have a significant effect on the environment is based on an Initial Study and project revisions/conditions which now mitigate potentially significant environmental impacts in the following area: Water Quality/Hydrology. The Mitigated Negative Declaration, Initial Study, and supporting documents may be reviewed, or purchased for the cost of reproduction, at the office of the Land Development Review Division, 1222 First Avenue, Fifth Floor, San Diego, CA 92101.

To request the Mitigated Negative Declaration, Initial Study and/or supporting documents in alternative format, call the Development Services Department at 446-5460 immediately to ensure availability. This information is ALSO available in alternative formats for persons with disabilities. To request this notice in alternative format, call (619) 446-5000 or (800) 735-2929 (TEXT TELEPHONE).

For environmental review information, contact Marilyn Mirrasoul at (619) 446-5380. For information regarding public meetings/hearings on this project, contact Project Manager Bill Tripp at (619) 446-5273. This notice was published in the SAN DIEGO DAILY TRANSCRIPT and distributed on May 22, 2003.

Cathy Cibit
Acting Assistant Deputy Director
Development Services Department